

occurring within sixty (60) days of the completion of the report described in the Scope of Work. Petitioners shall have the opportunity to review and comment on the request for proposals (“RFP”) for a consultant to complete the Scope of Work prior to the County’s issuance of the RFP. Petitioners shall submit to the County within thirty (30) days of the Effective Date up to five (5) names of consultants, and the County shall provide the RFP to all such consultants. In the event, no qualified consultant submits a proposal to conduct the Scope of Work for \$30,000 or less, then the Parties shall meet and discuss options for achieving the goals of this Section, including reducing the Scope of Work, increasing the amount of the contract, and/or seeking grant funding to pay for the amount in excess of \$30,000.

D. **Economic Revitalization and Community Amenities:** The Parties recognize that it is important to the long-term welfare of the Foresthill Divide Community Plan area that economic activity continue to occur and to grow in order to provide services and adequate community amenities to the residents so as to enhance their quality of life. To that end, as it implements the Goals and Policies of the FDCP, County shall recognize these important core issues by: (i) working cooperatively with residents to ensure the continued viability of the community pool in Foresthill to serve residents from its current site; (ii) working cooperatively with residents to revitalize local businesses, particularly in the historic downtown area, thereby reducing vehicle miles traveled, creating jobs, promoting tourism (including white water rafting), and protecting and enhancing the small town feel of Foresthill; (iii) making County staff generally available to the extent staff and workload resources permit to (a) provide information to members of the community, including non-profit organizations, regarding potential grant resources, (b) assist with obtaining access to online searchable grant locator websites such as www.foundationcenter.org, and (c) assist members of the community with technical grant writing for grants for downtown revitalization, the community pool and other projects that would benefit the Foresthill community; (iv) investigating the possibility of providing the public with on-line access to grant funding resources, and if determined by the County to be technically and economically feasible, establishing a program which provides such access through a computer station located at the Community Development Resources Building in Auburn and/or a program which provides such access through computer stations located at County libraries; (v) printing 2,500 copies of the Foresthill Chamber of Commerce’s “Map of the Foresthill Divide” for distribution at the Placer County Tourist Center and other appropriate venues; (vi) supporting and implementing, to the extent resources are available, improvements in signage within and outside the community to provide notification of issues of interest to the community and to promote and disseminate information to the public, especially to those outside of the FDCP, of the recreational opportunities to the public within the FDCP area; and (vii) recognizing the importance and supporting the use of the Foresthill Memorial Hall by the residents of the FDCP area.

E. **Access to Public Information:** The County recognizes that access to information about development applications and other matters before the County is important to allow an informed public to participate in public meetings, workshops and hearings, and that access can be difficult and costly for residents, especially those that reside outside of the immediate vicinity of Auburn. The County reiterates its goal to make as many public documents available and accessible in an electronic format on the County’s website as

possible consistent with available time and resources. To help achieve this goal, beginning no later than thirty (30) days after the Effective Date, the County shall make available, on a monthly basis in an electronic format on the County's website, a list of the applications for, at a minimum, discretionary entitlements that have been submitted to the County regardless of the status of the completeness of the application, and which includes, at a minimum: the file number, the date of submission of the application, whether the application has been deemed complete, the location of the project, and the type of entitlement(s) being requested. For the purposes of this Section, a "discretionary entitlement" shall mean: a general plan amendment, a community plan amendment, a specific plan, a development agreement, a rezoning, a subdivision map, a parcel map, a minor boundary line adjustment, a conditional use permit, a minor use permit, an administrative review permit, a variance, a grading permit, and a Williamson Act contract or a cancellation of a Williamson Act contract. In addition, the County will consider for implementation as resources permit the following suggestions from Petitioners as it continues to develop and improve its website: (1) scanning and making available on the County's website applications for development entitlements and any associated documents which constitute public records as they are received, (2) developing a query system that provides for searches based on the book and page of a parcel map, specific parcel numbers, the distance from a particular address or parcel number, zip codes, time period, and permit type, and (3) recording all public hearings of development proposals heard by a County hearing body and making either a video or audio recording available at the County's website.

F. Cooperation and Communication: The Parties shall cooperate and communicate with regard to the implementation of this Agreement. Beginning thirty (30) days from the Effective Date and ending when the Parties have fully complied with all provisions in this Agreement, the Parties shall provide monthly reports to each other describing the actions each has taken to comply with the terms of this Agreement. Until the County has considered the Project pursuant to Section B herein, the County shall provide Petitioners by electronic mail in digital format copies of all applications submitted to the County for development within the FDCP area.

G. Dismissal of Action. Petitioners agree to dismiss the Petition with prejudice within fifteen (15) days of the Effective Date. Notwithstanding the foregoing agreement to dismiss, County and Petitioners agree that if the Board of Supervisors fails to consider the Project pursuant to Section (B)(11), or should the Board of Supervisors, after holding public hearings and giving due consideration to the amendments to the Foresthill Divide Community Plan set forth in Section (B)(1) through (B)(10) above, decide for any reason not to approve any such amendment or not to approve such amendments in substantial conformance with the language set forth in any of Subsections (1) through (10) of Section (B) above, Petitioners have not waived their right to raise claims challenging the adequacy of the analysis in the EIR in any legal action challenging any other subsequent project approval for which the County relies on the EIR to the extent such claims pertain to the subject of the particular amendment(s) the County decided not to approve and to the extent such subject was raised during the approval of the EIR, and the County agrees not to object to Petitioners' ability to raise such claims in any such challenge to that subsequent project approval. For purposes of this paragraph, an adopted amendment to the FDCP is not in

“substantial compliance” if it does not achieve the purpose of the relevant amendment language set forth in Section (B)(1) through (B)(10) of this Agreement.

H. General Terms and Conditions.

1. This Agreement contains the entire agreement among the Parties hereto with respect to the matters covered hereby, and supersedes all prior agreements, written or oral, among the Parties.
2. This Agreement may be modified only in a writing signed by authorized representatives of the Parties.
3. The provisions of this Agreement shall be considered severable so that if any provision or part of this Agreement shall at any time be held invalid, the remainder of the Agreement shall remain in full force and effect.
4. This Agreement shall be governed by and interpreted under the laws of the State of California.
5. All notices and other communications required to be provided pursuant to this Agreement shall be by telephonic fax or electronic mail and by first class mail to the following persons at the following addresses:

Foresthill Residents for Responsible Growth

Sherry Wicks

20871 Todd Valley Road

Foresthill, CA 95631

Sherrywicks@saveforesthill.com

Friends of the North Fork

Michael Garabedian

7143 Gardenvine Ave

Citrus Heights, CA 95621

email: mikeg@gvn.net

With a copy to:

Tamara Galanter

Shute, Mihaly & Weinberger LLP

396 Hayes Street

San Francisco, CA 94102

galanter@smwlaw.com

County

Michael Johnson, Agency Director

Community Development Resources Agency

3091 County Center Drive

Auburn, CA 95603

With a copy to:

Anthony J. La Bouff, County Counsel

Office of the County Counsel

175 Fulweiler Drive

Auburn, CA 95603

6. Parties acknowledge that they have consulted with and have been advised by their respective attorneys; and that they have executed this Agreement after independent investigation, and without fraud, duress or undue influence. The Parties further acknowledge and agree that they have had a reasonable period of time for deliberation before executing this Agreement.

7. No waiver by the Parties or by their respective attorneys of any condition, provision, or term of this Agreement shall be deemed a waiver of any other condition, provision, or term of this Agreement at the same or any other time.

8. The County agrees to indemnify and defend Petitioners, their officers, and their agents from any claim, action, or proceeding (“Proceeding”) brought against Petitioners, whether as defendant/respondent, real party in interest, or in any other capacity, to challenge or set aside this Agreement. This indemnification shall include (a) any damages, fees, or costs awarded against Petitioners, and (b) any costs of suit, attorneys’ fees or expenses incurred in connection with the Proceeding, whether incurred by Petitioners, the County, or the parties bringing such Proceeding. If the proceeding is brought against both the County and the Petitioners, the Petitioners agree they may be defended by counsel for the County; provided, however, that the County must select counsel that is acceptable to the Petitioners, and further provided, that such approval may not be unreasonably withheld.

9. Except as set forth in this Section (H)(9), each party shall bear its own attorneys fees and costs. The County shall pay Petitioners’ attorneys’ fees and costs in the amount of \$152,500 to the law firm of Shute, Mihaly & Weinberger LLP within thirty (30) days of the receipt by County of the Notice of Dismissal of Action as required by Section (G), above.

10. This Agreement has been reviewed by the Parties, and by their respective attorneys, and the Parties have had a full opportunity to negotiate the contents of this Agreement. The Parties expressly waive any common law or statutory rule of construction that ambiguity should be construed against the drafter of this Agreement, and agree that the language in all parts of this Agreement shall in all cases be construed as a whole, according to its fair meaning.

11. Any Party claiming a breach of this Agreement, shall provide the other Party or Parties no less than thirty (30) days’ notice before commencing any action to enforce this Agreement and shall first offer to meet and confer and attempt to resolve their differences informally before commencing any such action. In the event of litigation arising out of (i) any alleged breach of the time requirements set forth in Section (B), Section (C), Section (E), or Section (G), or (ii) any alleged breach of Section (H)(8) or Section (H)(9) of this Agreement, the prevailing Party shall be entitled to recover its costs, expenses, and reasonable attorneys fees in addition to any other relief to which it may be entitled.

12. This Agreement may be executed in counterpart, and all executed copies are duplicate originals, equally admissible in evidence. The Parties agree that the transmission of an executed copy of this Agreement by facsimile or as a PDF file shall be valid and binding, and shall have the same full force and effect as if an executed original of this Agreement had been delivered.

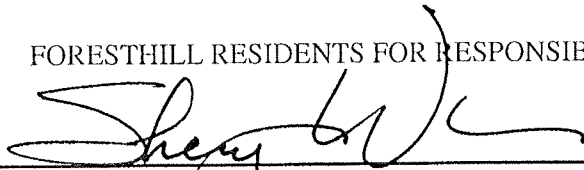
13. Time is of the essence for this Agreement and for the performance by each Party hereto of the obligations on that Party’s part to be performed.

14. Each individual executing this Agreement on behalf of any Party represents that he/she is authorized to execute this Agreement on behalf of the Party or Parties he/she purports to represent and has given all necessary notices and obtained all necessary consent to execute this Agreement.

15. This Agreement is entered into in compromise of disputed claims, the existence of any liability for which is expressly denied. All Parties agree that this Agreement shall not be deemed or construed for any purpose as an admission of liability or responsibility for or participation in any unlawful or wrongful act at any time by any Party hereto or any other person or entity, and shall have no precedential value for any other case or circumstance. The Parties understand and agree that nothing in this Agreement, or in the execution of this Agreement, shall constitute or be construed as an admission by any party of any inadequacy or impropriety in connection with the allegations contained in the pending lawsuit, including but not limited to any violations of State law, County ordinances, CEQA, or other laws, plans or regulations governing the review, and approval of the FDCP. It is agreed that all statements contained herein and the conduct of any Party in connection with this Agreement shall be inadmissible as evidence under California Evidence Code § 1152(a), except that the statements contained herein shall be admissible in any action to enforce or interpret this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

FORESTHILL RESIDENTS FOR RESPONSIBLE GROWTH, INC.



Sherry Wicks, President

Dated: 9-7-10

FRIENDS OF THE NORTH FORK

Michael Garabedian, President

Dated: _____

15. This Agreement is entered into in compromise of disputed claims, the existence of any liability for which is expressly denied. All Parties agree that this Agreement shall not be deemed or construed for any purpose as an admission of liability or responsibility for or participation in any unlawful or wrongful act at any time by any Party hereto or any other person or entity, and shall have no precedential value for any other case or circumstance. The Parties understand and agree that nothing in this Agreement, or in the execution of this Agreement, shall constitute or be construed as an admission by any party of any inadequacy or impropriety in connection with the allegations contained in the pending lawsuit, including but not limited to any violations of State law, County ordinances, CEQA, or other laws, plans or regulations governing the review, and approval of the FDCP. It is agreed that all statements contained herein and the conduct of any Party in connection with this Agreement shall be inadmissible as evidence under California Evidence Code § 1152(a), except that the statements contained herein shall be admissible in any action to enforce or interpret this Agreement.

IN WITNESS WHEREOF, the Parties have executed this Agreement:

FORESTHILL RESIDENTS FOR RESPONSIBLE GROWTH, INC.

Sherry Wicks, President

Dated: _____

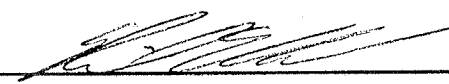
FRIENDS OF THE NORTH FORK

Michael Garabedian

Michael Garabedian, President

Dated: 9/8/10

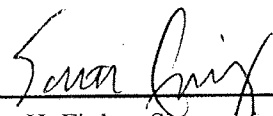
PLACER COUNTY and BOARD OF SUPERVISORS OF PLACER COUNTY



Kirk Uhler, Chair

Dated: 9/14/03

Approved as to Form:



Scott H. Finley, Supervising Deputy County Counsel

Dated: 9/14/10

Attachment C – Proposed Amended Text

Modifications to the existing Foresthill Divide Community Plan language are in **boldface type** and underlined and are identified by a boxed notation and arrow to the side of the modified language. The language and Amendments are shown in the order found (or would be found) in the Foresthill Divide Community Plan.

III. Community Development Element

A. Population and Housing

Goals and Policies

Goal 3.A.1. Enhance the quality of residential development on the Foresthill Divide.

Policies

3.A.1-1 The County shall encourage residential development in Foresthill of high architectural and physical quality, compatible with neighboring land uses.

3.A.1-2 The County shall encourage the replacement or renovation of all substandard housing and improve deteriorating residential areas through continued enforcement of building, zoning, health, and safety codes.

Goal 3.A.2. Provide a continuing supply of affordable housing to meet the needs of existing and future Placer County residents in all income categories.

Policies

3.A.2-1 The County shall adopt policies, programs and procedures with the intent of achieving its fair share regional housing allocation, including the numbers of units for each income classification.

3.A.2-2 The County shall encourage the construction of second residential units on properties that meet the development standards (e.g., adequate water supply, adequate septic system, etc.) as a means of increasing the supply of affordable housing.

3.A.2-3 The County shall encourage the development of a commercial/residential Mixed-Use area in the Core Area to augment the supply of housing and increase affordable housing opportunities on the Foresthill Divide for properties that meet the development standards (e.g., adequate water supply, adequate septic system, etc.).

Goal 3.A.3. Conserve the current stock of affordable housing on the Foresthill Divide.

Policies

3.A.3-1 The County shall continue to make rehabilitation loans to low income households from its Community Development Block Grant (CDBG) program revolving loan funds.

- 3.A.3-2 The County shall continue to apply for CDBG, HOME and other similar State and Federal funding for the purpose of rehabilitating low cost, owner-occupied, and rental housing.
- 3.A.3-3 The County shall encourage private financing of the rehabilitation of housing.
- 3.A.3-4 The County shall discourage the conversion of mobile home parks to other types of housing and to other land uses.
- 3.A.3-5 The County shall require the abatement of unsafe structures, while giving property owners ample time to correct deficiencies. Residents displaced by such abatement should be provided relocation assistance.
- 3.A.3-6 The County will support efforts to convert mobile home parks where residents lease their spaces to parks where residents own their spaces.

BEGIN: The following **bold and underlined language** represents proposed additions to the Community Plan as set forth in Amendment 1.

Goal 3.A.4 **Establish a maximum population for the Foresthill Divide Community Plan area compatible with the infrastructure and the environmental and physical constraints of the Foresthill Divide.**

Policies

3.A.4-1 **The population of the Foresthill Divide Community Plan area shall not exceed 22,010 persons, assuming a ratio of 2.5 persons per dwelling unit for purposes of calculating population. When the population reaches the level specified in Policy 3.A.4-2, the County may adopt measures to ensure that the maximum population of this policy is not exceeded.**

3.A.4-2 **No later than 2028, which is two (2) years before the Foresthill Divide Community Plan horizon year of 2030, or at such time as the population within the Community Plan area exceeds 16,500 persons or 6,600 dwelling units, whichever date or threshold occurs first, the County shall initiate a public process to consider the review and update of the Community Plan and, based upon a totality of the circumstances, determine whether an update of the Community Plan should be undertaken.**

END: End of this section of proposed additions as set forth in Amendment 1.

BEGIN: The following **bold and underlined language** represents proposed additions to the Community Plan as set forth in Amendment 5.

C. Community Design

Goals and Policies

Goal 3.C.10 **Promote an environmentally sustainable community that meets the present and future needs of the residents of the Foresthill Divide, enhances a healthy community, and maintains economic vitality.**

Policies

3.C.10-1 **The County shall promote building and development design that minimizes the emission of greenhouse gases and assists with the mitigation of the impacts of climate change by considering, and incorporating where feasible, the utilization of the following building methods and techniques in the approval of new development: energy efficient design and appliances; passive solar energy; active solar energy; sustainable building materials; reflective roofs; paving that is shaded, reflective, or turfed; third-party green building certification, and other green building practices.**

3.C.10-2 **The County shall investigate and promote programs to assist low- and middle-income homeowners to weatherize their homes in an energy efficient manner.**

3.C.10-3 **The County shall promote the reduction of vehicle miles traveled and vehicle emissions by encouraging alternative modes of transportation, including carpooling, bicycling, and walking; promoting lower emission fuels and vehicle models; and promoting economic development in the historic core of Foresthill to build a thriving, walkable downtown.**

3.C.10-4 **The County shall encourage and support the development of environmentally sustainable businesses and operations, including but not limited to a biomass utilization facility, that utilizes local resources such as forest biomass materials and that provide substantial benefits to the residents of the Foresthill Divide.**

END: End of this section of proposed additions as set forth in Amendment 5.

D. Public Facilities

3. Sewage Disposal

Goals and Policies

Goal 3.D.3. Ensure adequate wastewater collection and treatment and the safe disposal of liquid and solid waste.

Policies

3.D.3-1 The County shall permit on-site sewage treatment and disposal on parcels where all current regulations can be met and where parcels have the area, soils, and other characteristics that permit such disposal facilities without threatening surface or groundwater quality or posing any other health hazards, based on project-specific wastewater studies.

3.D.3-2 The County shall be creative and innovative to the extent allowed by ordinance in reviewing onsite and alternative offsite sewage disposal systems to encourage higher density and mixed uses in the historic downtown core area.

3.D.3-3 The County shall continue to use current technically-based criteria in their review and approval of septic tank/leachfield systems and other systems for rural development.

3.D.3-4 The County shall promote technologies that permit water reuse for irrigation, when public health is not endangered.

BEGIN: The following **bold and underlined language** represents proposed additions to the Community Plan as set forth in Amendment 4.

3.D.3-5 The County shall not approve the use of privately owned package wastewater treatment plants to provide service to residential or non-residential development. After full environmental and regulatory review and provided that it remains owned by and subject to oversight by a public agency, a wastewater treatment plant that is financed, constructed and/or operated in accordance with the provisions of Government Code sections 5956 through 5956.10 may be permissible.

3.D.3-6 The County shall discourage the sharing of a septic system (also known as a “cluster system” or a “community system”) by two (2) parcels, and to protect the public health safety and welfare, the County shall prohibit, to the extent permitted by law, the sharing of a septic system by more than two (2) parcels when granting a discretionary permit or approval for residential or non-residential development that requires a new septic system; provided, however, this policy does not apply to a cluster or community system which is owned and operated by a public agency.

END: End of this section of proposed additions as set forth in Amendment 4.

4. Water Supply

Goals and Policies

- Goal 3.D.4. Ensure the availability of an adequate and safe water supply (potable and "fire flow") and the maintenance of high quality water in water bodies and aquifers used as sources of domestic supply.**

BEGIN: The following **bold and underlined language** represents proposed amendment to the Community Plan as set forth in Amendment 3.

Policies

- 3.D.4-1 All new development shall be required to demonstrate the availability of a long-term, reliable water supply. **Prior to the County granting a permit or approval for residential or non-residential development that requires new service from a public service provider,** Written certification from the service provider shall be required that either existing services are available or needed improvements will be made prior to occupancy. Where the County will approve groundwater as the domestic water source, test wells, appropriate testing, and/or report(s) from qualified professionals will be required substantiating the long-term availability of suitable groundwater.

END: End of this section of the proposed amendment as set forth in Amendment 3.

- 3.D.4-2 The County shall only approve new development based on the following guidelines for water supply:
- a. Higher density development should rely on public water systems.
 - b. Developments containing parcel sizes of one acre or less shall be required to connect to a treated water supply. In cases where parcels are larger than one acre and no public water system exists or can be extended to the property, individual wells may be permitted.
- 3.D.4-3 Agricultural areas should rely on public water systems where available, otherwise individual water wells are acceptable.
- 3.D.4-4 The County shall require that any new development adjacent to bodies of water that are used as domestic water sources be appropriately set back from the water source and adequately mitigate potential water quality impacts on these water bodies.
- 3.D.4-5 The watersheds of all bodies of water associated with the storage and delivery of domestic water shall be protected by limiting grading, construction of impervious surfaces, application of known toxic/hazardous substances and/or fertilizers and development of septic systems within these watersheds.

- 3.D.4-6 The County shall promote efficient water use and reduced water demand by:
- a. Requiring water-conserving design and equipment in new construction;
 - b. Encouraging water-conserving landscaping and other conservation measures;
 - c. Encouraging retrofitting existing development with water-conserving devices;
and
 - d. Encouraging water-conserving agricultural irrigation practices.
- 3.D.4-7 The County shall support opportunities for groundwater users that are located in problem areas to convert to surface water supplies.

6. Fire Protection

Goals and Policies

Goal 3.D.13. Protect residents of and visitors to Foresthill from injury, suffering, and loss of life and protect property and watershed resources from fires.

Policies

- 3.D.13-1 The County shall encourage the Foresthill Fire District to maintain the current minimum fire protection standard (expressed as Insurance Service Organization (ISO) ratings) of ISO 6 in areas serviced by hydrants.
- 3.D.13-2 The County shall encourage the Foresthill Fire Protection District to maintain the following standard (expressed as average response time to emergency calls):
- a. The arrival of the first fire apparatus at the point of need within 8 minutes “run time” within “developed” areas
 - i. Developed area would encompass development currently serviced by municipal water supply or within 1 mile on either side of the Foresthill Road corridor East of the Monte Verde Subdivision and to the West of Black Hawk Road.
 - b. The arrival of the first fire apparatus at the point of need within 12 minutes “run time” within “rural” areas.
 - ii. Rural area would be defined as areas not serviced by existing municipal water supply which exceed the 1 mile either side of Foresthill Road corridor and/or West of the Monte Verde subdivision and East of Black Hawk Road.
 - c. The arrival of the first fire apparatus at the point of need “ASAP” to “remote rural” areas.
 - iii. Remote Rural areas would be defined as area to the East of the intersection of Michigan Bluff Road and Foresthill Road, area to the West of the intersection of Drivers Flat Road and Foresthill Road and any lands within the Tahoe National Forest or California State Parks system.

- 3.D.13-3 The County shall require new development to develop or fund fire protection and medical aid facilities, personnel, and operations and maintenance that, at a minimum, maintain the above service level standards.
- 3.D.13-4 The County shall work with the Foresthill Fire District (Foresthill/Iowa Hill Fire Safe Council) to identify key fire loss problems and design appropriate fire safety education programs to reduce fire incidents and losses.
- 3.D.13-5 The County shall work with the Foresthill Fire District (Foresthill/Iowa Hill Fire Safe Council) to implement ordinances to control fire losses and fire protection costs through fuel reduction management, use of automatic fire detection, control and suppression systems.
- 3.D.13-6 The County shall maintain and strengthen automatic aid agreements to maximize efficient use of available resources.
- 3.D.13-7 The County shall work with the Foresthill Fire District to maintain a pre-fire planning program with selected high-risk occupancies reviewed at least annually.
- 3.D.13-8 The County shall ensure that all proposed developments are reviewed for compliance with fire safety standards by responsible local fire agencies per the *California Fire Code* and other County and local ordinances.
- 3.D.13-9 The County shall work with local fire protection agencies to inventory and eliminate structurally unsafe and fire-hazardous housing units that are beyond repair or rehabilitation.
- 3.D.13-10 The County shall encourage the modification of vegetation around structures and developments to reduce radiant heat along fire escape routes providing for the safety of residents and fire fighting personnel. Fuel modification will reduce the intensity of a wildfire by reducing the volume and density of flammable vegetation. These areas shall provide (1) increased safety for emergency fire equipment and evacuating civilians; (2) a point of attack or defense from a wildfire; and (3) strategic siting of fuel breaks, fire breaks, and greenbelts.
- 3.D.13-11 The County shall require that discretionary permits for new development in fire hazard areas be conditioned to include requirements for a fire safe community, defensible space fire-resistant vegetation, cleared fire breaks and fuel breaks, and a long-term comprehensive fuel management program. Fire hazard reduction measures shall be incorporated into the design of development projects in fire hazard areas of Foresthill.
- 3.D.13-12 The County shall require that new development meet State, County, and local fire district standards for fire protection, including the Foresthill/Iowa Hill Fire Safe Council standards.
- 3.D.13-13 The County shall encourage fire protection agencies, including the Foresthill/Iowa Hill Fire Safe Council, to continue education programs in schools, service clubs, organized groups, industry, utility companies, government agencies, press, radio, and television in order to increase public awareness of fire hazards within the county, and to develop high-visibility fire prevention programs, including those offering voluntary home inspections and promoting awareness of home fire prevention measures.

- 3.D.13-14 The County shall work with local fire protection agencies, including the Foresthill/Iowa Hill Fire Protection Council, the Foresthill Fire Protection District, the California Department of Forestry and Fire Protection, and the U.S. Forest Service to promote the maintenance of existing fuel breaks and emergency access routes for effective fire suppression.
- 3.D.13-15 The County shall encourage and promote installation and maintenance of smoke detectors in existing residences and commercial facilities that were constructed prior to the requirement for their installation.
- 3.D.13-16 The County shall continue to work cooperatively with the California Department of Forestry and Fire Protection and local fire protection agencies in managing wildland fire hazards.

BEGIN: The following **bold and underlined language** represents proposed addition to the Community Plan as set forth in Amendment 2.

- 3.D.13-17 The County shall require (a) new residential development that is located high fire risk areas (meaning areas designated by CalFire as being in a High or Very High Fire Hazard Severity Zone) proposing more than ten (10) dwelling units and (b) new non-residential development larger than five (5) acres in area that is located in high fire risk areas to be responsible for the establishment and on-going maintenance of necessary shaded fuel breaks and other defensible space mechanisms, and shall require as a condition of such development the establishment of a funding mechanism for the costs thereof. Funding mechanisms may include, but are not limited to, a zone of benefit under a county service area, an assessment district, a mitigation fee or other funding mechanisms. The County shall coordinate any such fuel break and defensible space requirements with the applicable local fire protection agency and CalFire. County approval for new discretionary development shall include a condition to maintain defensible space consistent with State law.**

END: End of this section of the proposed addition as set forth in Amendment 2.

IV. Resource Management Element

A. Natural Resources/Conservation/Open Space

Goals and Policies

Visual Resources

- Goal 4.A.14. Protect and maintain identified viewsheds and natural areas of special aesthetic quality along Foresthill roadways, public recreation areas and, specifically, the viewshed of the American River canyons.

Policies

- 4.A.14-1 The well-recognized views of surrounding lands, ridges and canyons from public rights-of-way or lands shall be retained.

BEGIN: The following **bold and underlined language** represents proposed amendment to the Community Plan as set forth in Amendment 6.

- 4.A.14-2 The views of proposed development from other properties shall be considered when making decisions on compatibility of the proposed development, **and visual impacts of new discretionary development, including but not limited to parcel maps, shall be minimized to the maximum extent possible.**

- 4.A.14-3 Ridge-line development, **including new discretionary development on the rim of the American River canyons within the Plan area,** shall be carefully reviewed to ensure that proposed structures and lighting **are minimized to the maximum extent possible** and do not unduly intrude into the viewshed of nearby roadways, **public trails and recreation lands, and the public and private viewshed of properties or** the American River canyon.

END: End of this section of the proposed amendment as set forth in Amendment 6.

- 4.A.14-4 The undergrounding of existing and new utility lines shall be encouraged.
- 4.A.14-5 Although not entirely within the Community Plan area, the following road segments shall be designated as scenic highways:
- Foresthill Road within the Plan area and to Robinson Flat;
 - Mosquito Ridge Road to Robinson Flat Road; and,
 - Robinson Flat Road from Mosquito Ridge Road to Foresthill Road.

Open Space

- Goal 4.A.13. Preserve and enhance open space for outdoor recreation, resource production and health and safety purposes.**

Policies

- 4.A.13-1 Identify and encourage the development of recreation facilities compatible with the Plan area's rural lifestyle and environment.

BEGIN: The following **bold and underlined language** represents proposed addition to the Community Plan as set forth in Amendment 8.

Amendment 9.

4.A.13-2

The County shall encourage the recreation and open space potential of water features, including reservoirs, natural streams and other waterways, and recognize and minimize to the maximum extent possible, impacts to the economic and recreational value of non-motorized water dependent activities such as white water recreation, swimming, boating, fishing, water accessible campsites and gold panning.

END: End of this section of the proposed amendment as set forth in Amendment 9.

4.A.13-3

The County shall encourage open spaces to be linked visually and physically as much as possible to form a system of open spaces and recreational uses. Where appropriate, trails shall connect open space areas. Dedication of easements shall be encouraged or required as lands are developed and built.

4.A.13-4

The County shall encourage the preservation of agricultural lands as regional open space and protect these areas from the encroachment of development.

4.A.13-5

The County shall assure that removal of economic mineral resources does not conflict with surrounding land uses or the stated desire for maintaining the natural environment.

4.A.13-6

The County shall assure the removal of biomass and other commercial forest products is done under resource management planning.

4.A.13-7

The County shall require that areas hazardous to public safety and welfare be open or predominantly open. This category includes:

- a. Areas subject to landslide or with severe slope stability problems.
- b. Streams and other areas subject to flooding from a 100-year storm.
- c. Areas with extreme and high fire risk.
- d. Areas of active or past mining activities.

BEGIN: The following **bold and underlined language** represents proposed addition to the Community Plan as set forth in Amendment 10.

4.A.13-8

The County shall minimize impacts of private development on Federal and State open space and recreation lands.

END: End of this section of the proposed addition as set forth in Amendment 10.

BEGIN: The following bold and underlined language represents proposed addition to the Community Plan as set forth in Amendment 8.

4. IMPLEMENTATION

29.

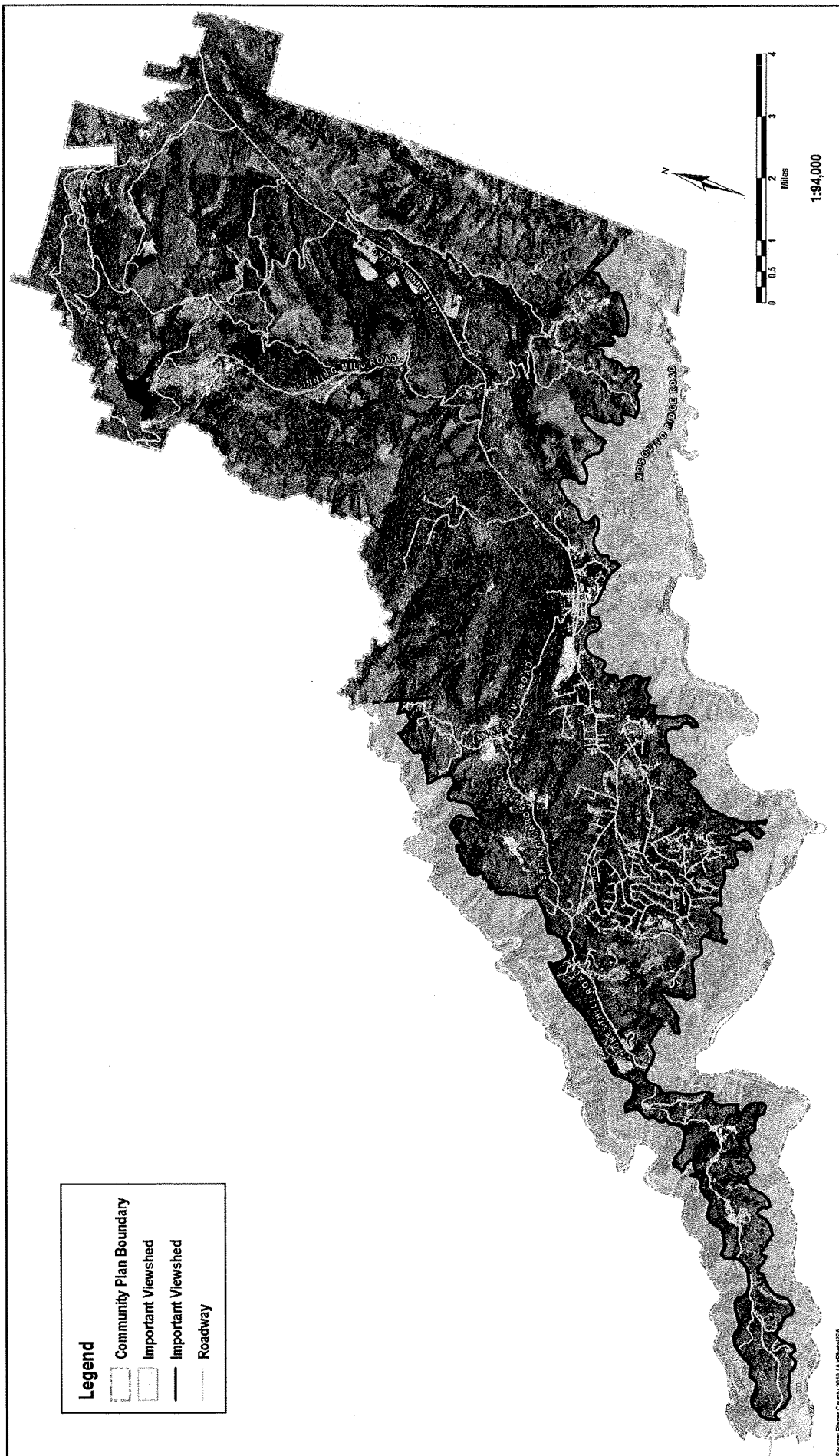
The County shall develop design guidelines that identify measures and standards to be considered during the review and approval of, at minimum, new discretionary development proposals within the Plan area, including but not limited to parcel maps, in order to protect and maintain visual resources within the Important Viewshed as identified in Figure IV-6. The development of the design guidelines may include a review of the area subject to the design guidelines and boundaries of the Important Viewshed as identified in Figure IV-6. The measures and standards may include, but are not limited to, ridgeline development techniques to minimize visual impacts, setbacks from ridgelines and canyon rims, construction below tree canopy height, slope protection, use of appropriate revegetation materials and methods, definition of a ridgeline and canyon rim, limits on grading, limits on slope development, use of compatible color and mass of structures, use and location of lighting to minimize visual impacts, tree protection, retention of key visual features, appropriate and inappropriate locations for structures and parcels, and clustering techniques. These measures and standards shall be developed as funding becomes available, and may be developed in conjunction with any update of the County Zoning Ordinance or the County's Subdivision Ordinance. County staff shall investigate and actively pursue opportunities for obtaining and utilizing grant funds to defray the costs of developing these standards or guidelines.

Responsible Agency/Department: Planning Department

Time Frame: As funding permits, but no later than the adoption of a comprehensive update of the Countywide General Plan in effect on the date of approval of this Plan.

Funding: General Fund, Grant funding as

END: End of this section of the proposed addition as set forth in Amendment 8.



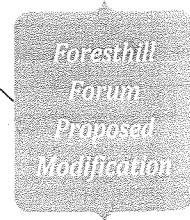
Source: Pierce County 2010 Aerial Photo

**FORESTHILL DIVIDE COMMUNITY PLAN
AERIAL PHOTO & IMPORTANT VIEWSHEDS**

Figure IV-6

Attachment E - Recommendations from the Foresthill Forum

Modifications proposed by the Foresthill Forum are in *italics* and double underlined and are identified by a boxed notation and arrow to the side of the modified language.



Amendment 1

Recommendation: 4-2 for approval.

Goal 3.A.4 Establish a maximum population for the Foresthill Divide Community Plan area compatible with the infrastructure and the environmental and physical constraints of the Foresthill Divide.

Policies

3.A.4-1 The population of the Foresthill Divide Community Plan area shall not exceed 22,010 persons, assuming a ratio of 2.5 persons per dwelling unit for purposes of calculating population. When the population reaches the level specified in Policy 3.A.4-2, the County may adopt measures to ensure that the maximum population of this policy is not exceeded.

3.A.4-2 No later than 2028, which is two (2) years before the Foresthill Divide Community Plan horizon year of 2030, or at such time as the population within the Community Plan area exceeds 16,500 persons or 6,600 dwelling units, whichever date or threshold occurs first, the County shall initiate a public process to consider the review and update of the Community Plan and, based upon a totality of the circumstances, determine whether an update of the Community Plan should be undertaken.

Amendment 2

Recommendation: Unanimous, approve with modifications.

3.D.13-17 The County shall require (a) new residential development that is located high fire risk areas (meaning areas designated by CalFire as being in a High or Very High Fire Hazard Severity Zone) proposing more than ten (10) dwelling units and (b) new non-residential development larger than five (5) acres in area that is located in high fire risk areas to be responsible for the establishment and on-going maintenance of necessary shaded fuel breaks and other defensible space mechanisms, and shall require as a condition of such development the establishment of a funding mechanism for the costs thereof. Funding mechanisms may include, but are not limited to, a zone of benefit under a county service area, an assessment district, a mitigation fee or other funding mechanisms. The County shall coordinate any such fuel break and defensible space requirements with the applicable local fire protection agency and CalFire. County approval for new discretionary development



shall include a condition to maintain defensible space consistent with State law. For projects with fewer than 10 dwelling units, irrespective of size, the County shall coordinate with the local Fire Agencies to determine the feasibility and practicality of appropriate ongoing fuel treatment.

Amendment 3

Recommendation: Unanimous, approve as written.

- 3.D.4-1 All new development shall be required to demonstrate the availability of a long-term, reliable water supply. Prior to the County granting a permit or approval for residential or non-residential development that requires new service from a public service provider, Written certification from the service provider shall be required that either existing services are available or needed improvements will be made prior to occupancy. Where the County will approve groundwater as the domestic water source, test wells, appropriate testing, and/or report(s) from qualified professionals will be required substantiating the long-term availability of suitable groundwater.

Amendment 4

Recommendation: 5-1 approve as written.

- 3.D.3-5 The County shall not approve the use of privately owned package wastewater treatment plants to provide service to residential or non-residential development. After full environmental and regulatory review and provided that it remains owned by and subject to oversight by a public agency, a wastewater treatment plant that is financed, constructed and/or operated in accordance with the provisions of Government Code sections 5956 through 5956.10 may be permissible.
- 3.D.3-6 The County shall discourage the sharing of a septic system (also known as a "cluster system" or a "community system") by two (2) parcels, and to protect the public health safety and welfare, the County shall prohibit, to the extent permitted by law, the sharing of a septic system by more than two (2) parcels when granting a discretionary permit or approval for residential or non-residential development that requires a new septic system; provided, however, this policy does not apply to a cluster or community system which is owned and operated by a public agency.

Amendment 5

Recommendation: Unanimous, approve with modifications.

- Goal 3.C.10 Promote an environmentally sustainable community that meets the present and future needs of the residents of the Foresthill Divide, enhances a healthy community, and maintains economic vitality.

Policies

3.C.10-1 The County shall promote building and development design that minimizes the emission of greenhouse gases and assists with the mitigation of the impacts of climate change by considering, and incorporating where feasible, the utilization of the following building methods and techniques in the approval of new development: energy efficient design and appliances; passive solar energy; active solar energy; sustainable building materials; reflective roofs; paving that is shaded, reflective, or turf; third-party green building certification, and other green building practices.

3.C.10-2 The County shall investigate and promote programs to assist low- and middle-income homeowners to weatherize their homes in an energy efficient manner.

3.C.10-3 The County shall promote the reduction of vehicle miles traveled and vehicle emissions by encouraging alternative modes of transportation, including carpooling, bicycling, and walking; promoting lower emission fuels and vehicle models; and promoting economic development in the historic core of Foresthill to build a thriving, pedestrian-safe, walkable downtown.



3.C.10-4 The County shall encourage and support the development of environmentally sustainable businesses and operations, including but not limited to a biomass utilization facility, that utilizes local resources such as forest biomass materials and that provide substantial benefits to the residents of the Foresthill Divide.

Amendment 6

Recommendation: 4-2 approve with modifications.

- 4.A.14-2 The views of proposed development from other properties shall be considered when making decisions on compatibility of the proposed development, and visual impacts of new discretionary development, including but not limited to parcel maps, shall be minimized to the maximum extent possible.
- 4.A.14-3 Ridge-line development, including new discretionary development on the rim of the American River canyons within the Plan area, shall be carefully reviewed to ensure that proposed structures and lighting are minimized to the maximum extent possible and do not unduly intrude into the viewshed of nearby roadways, properties, public trails and recreation lands, and the public and private viewshed of properties or the American River canyon.

*Foresthill Forum
Proposed Modification*

Amendment 7

Recommendation: 5-0 Approval (Jordan abstain).

Figure IV-6.

Amendment 8

Recommendation: 5-0 Approval (Jordan abstain).

4. IMPLEMENTATION

29. The County shall develop design guidelines that identify measures and standards to be considered during the review and approval of, at minimum, new discretionary development proposals within the Plan area, including but not limited to parcel maps, in order to protect and maintain visual resources within the Important Viewshed as identified in Figure IV-6. The development of the design guidelines may include a review of the area subject to the design guidelines and boundaries of the Important Viewshed as identified in Figure IV-6. The measures and standards may include, but are not limited to, ridgeline development techniques to minimize visual impacts, setbacks from ridgelines and canyon rims, construction below tree canopy height, slope protection, use of appropriate revegetation materials and methods, definition of a ridgeline and canyon rim, limits on grading, limits on slope development, use of compatible color and mass of structures, use and location of lighting to minimize visual impacts, tree protection, retention of key visual features, appropriate and inappropriate locations for structures and parcels, and clustering

techniques. These measures and standards shall be developed as funding becomes available, and may be developed in conjunction with any update of the County Zoning Ordinance or the County's Subdivision Ordinance. County staff shall investigate and actively pursue opportunities for obtaining and utilizing grant funds to defray the costs of developing these standards or guidelines.

Responsible Agency/Department: Planning Department

Time Frame: As funding permits, but no later than the adoption of a comprehensive update of the Countywide General Plan in effect on the date of approval of this Plan.

Funding: General Fund, Grant funding as available.

Amendment 9

Recommendation: 6-0 Approve.

- 4.A.13-2 The County shall ~~E~~ncourage the recreation and open space potential of water features, including reservoirs, natural streams and other waterways, and recognize and minimize to the maximum extent possible, impacts to the economic and recreational value of non-motorized water dependent activities such as white water recreation, swimming, boating, fishing, water accessible campsites and gold panning.

Amendment 9

Recommendation: 5-1 Approve.

- 4.A.13-8 The County shall minimize impacts of private development on Federal and State open space and recreation lands.